



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMITTEE MEMORANDUM

TO: Marine and Waterfront Protection Authority (MWPA)

FROM: Mercedes Carcasses, Code Compliance Administrator and Liaison to Marine and Waterfront Protection Authority (MWPA)
Code Compliance Department *MA 3/15*

DATE: March 10, 2015

SUBJECT: MEETING OF THE MARINE AND WATERFRONT PROTECTION AUTHORITY ON TUESDAY, MARCH 10, 2015

A meeting of the Marine and Waterfront Protection Authority has been scheduled for Tuesday, March 10, 2015 at 9:00am in the City Manager's Large Conference Room, 4th Floor of City Hall.

The agenda for the meeting is as follows:

1. Review and approval of The Marine and Waterfront Protection Authority minutes of the February 10, 2015 meeting
2. Revisit board proposed plan to regulate vessels in the bay
3. Discuss the possibility on splitting board into Marine Authority and Waterfront Protection or remain as one board
4. Review of Sobe Watersports LLC application

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

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**Marine and Waterfront Protection Authority
Meeting
March 10, 2015**

- 1. (Old Business): REVIEW AND APPROVAL OF THE MINUTES OF THE February 10, 2015 MEETING OF THE MARINE AND WATERFRONT PROTECTION AUTHORITY.**

Mercedes Carcasses, Code Compliance Administrator, *MC 3/31/15*
Code Compliance Department and City Liaison to MWPA

ITEM 1



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
CODE COMPLIANCE DEPARTMENT
Tel: 305-673-7555, Fax: 305-673-7012

Marine and Waterfront Protection Authority Members:

Addison Sammet – Appointed by Commissioner Deede Weithorn
Albert Parron – Appointed by Mayor Phillip Levine
Barbara Herskowitz – Appointed by Commissioner Mickey Steinberg
Daniel Kipnis – Appointed by Commissioner Jonah M. Wolfson
Dr. Ronald Shane – Appointed by Commissioner Joy Malakoff
Dr. Morris Sunshine – Appointed by Commissioner Michael Grieco
Maurice Goodbeer – Appointed by Commissioner Micky Steinberg
Monica Casanova – Appointed by Mayor Phillip Levine
Robert Schwartz – Appointed by Commissioner Joy Malakoff
Sasha Boulanger – Appointed by Commissioner Ed Tobin
Stephen Bernstein – Appointed by Commissioner Deede Weithorn
William Cahill – Appointed by Commissioner Ed Tobin
Lizette Lopez – Appointed by Commissioner Jonah M. Wolfson
Robert Christoph Jr. – Appointed by Commissioner Michael Grieco

Date: February 10, 2015

Subject: Minutes of the Meeting of the Marine and Waterfront Protection Authority of February 10, 2015.

The attendees were as follows:

Board members: Daniel Kipnis, Chairman
Sasha Boulanger, Maurice Goodbeer, Robert Schwartz, Dr. Morris Sunshine, Barbara Herskowitz, Albert Parron, Dr. Ronald Shane, Monica Casanova, William Cahill, Lizette Lopez and Robert Christoph Jr.

Public: See attached attendance sheet

City Staff: Manny Villar, Acting Code Compliance Mgr., Code Compliance Department
Javier Parodi, Code Compliance Officer, Code Compliance Department
Ebony Dukes, Code Compliance Officer, Code Compliance Department
Sgt. Luis Sanchez, Marine Patrol, Miami Beach Police Department
Margarita Wells, Environmental Resource Manager, Public Works Department
John Rebar, Director, Parks & Recreation Department
Mark Milisits, Leasing Specialist, Department of Tourism, Culture and Economic Development

Absentee: Stephen Bernstein, Addison Sammet and Monica Casanova

PC


MEETING COMES TO ORDER AT: 9:03 AM

Minutes review. Motion to approve January meeting minutes made by Sasha Boulanger, seconded by Barbara Herskowitz. **(Vote 10-0)**

NEW BUSINESS

1. **Deauville Beach Resort Channel:** Rick Richardson spoke on behalf of The Deauville. He commented that he had not provided an application to the board but his goal is to establish a water channel at 6701 Collins Avenue. In addition, Mr. Richardson commented that the concessions from the Deauville will not be subcontracted.
2. **Parasailing Regulations:** Captain Dan Kipnis briefly discussed parasailing. He explained the process at length; including that this activity is regulated by the state, not by the City of Miami Beach.
3. **Purdy Boat Ramp:** Captain Dan Kipnis brought new board members up to date regarding the moratorium, parking issues and possible renovations at Purdy Boat Ramp. Parks and Recreation Director John Rebar updated the MWPA members on a referral made to the commission, which will be discussed further at the March Neighborhood/Community Affairs Committee (NCAC) meeting.
4. **Deco Divers:** Application was reviewed by the MWPA members. Mr. Jake Shekels provided a brief overview of the operations conducted by Deco Divers. Motion to approve Deco Divers application was made by William Cahill, seconded by Dr. Morris Sunshine. Robert Christoph Jr. abstained. Motion passed.
5. **Concessionaires Rules and Regulations Update:** Board briefly discussed last month's proposed rules and regulations. Mr. Mark Milisits, Leasing Specialist with the Department of Tourism, Culture and Economic Development advised that revisions are being made to take new proposed memorandum to the Neighborhood/Community Affairs Committee (NCAC).
6. **Julia Tuttle Channel:** Board discussed the ongoing restoration project taking place on the north side of the Julia Tuttle Causeway. Capt. Dan Kipnis and other board members expressed their concerns on the channel's closure and marine mitigation currently being conducted.

OPEN DISCUSSION

7. **New Board Members Introduction:** Lizette Lopez and Robert Christoph Jr. introduced themselves and provided brief background.
 8. **Port Dredging:** Board discussed issues related to the ongoing port dredging project and its impact on the City of Miami Beach ecosystem.
 9. **Boat Landing on Miami Beach:** Boat landing on Miami Beach was raised as an issue. Board Member William Cahill and Marine Police Sgt. Luis Sanchez provided feedback.
 10. **Terra Project:** Board discussed North End construction project that appeared to be enlarging beach area. Environmental Resource Manager Margarita Wells provided information on this project.
 11. **Storm Water Drainage:** Dr. Morris Sunshine discussed the storm water being pumped from city streets into the bay/ocean. Environmental Resource Manager Margarita Wells explained the Environmental Divisions' effort to study water quality at discharge at various locations.
 12. **State Legislature:** Legislation is currently being proposed which will provide municipalities the ability to regulate water surrounding their immediate geographical municipal area. In the case of Miami Beach, the bay area.
- 

- 13. Regulating Vessels:** Dr. Morris Sunshine requested for City's plan to regulate vessels in the bay to be revisited.
- 14. MWPA Board:** Members discussed as to whether or not the Waterfront Protection and Marine Authority should split into two different boards.

MEETING ADJOURNED AT: 10:04 AM

**Marine and Waterfront Protection Authority
Meeting
March 10, 2015**

- 2. (New Business): Revisit boards proposed plan for regulating vessels in the bay.**

ITEM 2



**Marine and Waterfront Protection Authority
Meeting
March 10, 2015**

- 3. (New Business): Discuss the possibility on splitting board into Marine Authority and Waterfront Protection or remain as one board**

ITEM 3

**Marine and Waterfront Protection Authority
Meeting
March 10, 2015**

4. (New Business): Review of Sobe Watersports LLC application

ITEM 4

110

MIAMI BEACH MARINE AUTHORITY

APPLICANT CHECK LIST

- 1) A copy of the City of Miami Beach occupational license application.
- 2) Verification of the company's ability to do business in the State of Florida. (i.e. the company's Corporate papers, D/B/A, registration with Florida Secretary of State, etc.)
- 3) A copy of your business proposal.
 - What will you be doing?
 - Where will you be operating from?
 - Explain in detail the type of business you will be conducting.
 - Include your staff's training, if any.
 - Are you going to have any overnight employees or patrons / customers?
 - How many employees will be working at the business?
- 4) A copy of your business insurance.
- 5) A copy of all instructions and training provided to your customers.
- 6) A copy of your lease or agreement made with the property owner where business is located. If you are the property owner, then bring documentation which verifies this.
- 7) A copy of your site plan.
- 8) A copy of your route information from the beginning to the end if a tour guide is given.
- 9) A copy of all Captains licenses.
- 10) A copy of the inspections made by the Coast Guard, if applicable.

RECEIVED BY: (sign) _____ DATE: _____

RECEIVED BY: (print) _____

PRINT YOUR ADDRESS: 2025 MERIDIAN AVE #5 MIAMI BEACH, FL
PHONE No. 239-682-5776 33139

BUSINESS LOCATED AT: 2025 MERIDIAN AVE #5 MIAMI BEACH, FL 33139
PHONE No. _____

* Application pending insurance certification. Insurance is confirmed but coverage has not started. Please call 239-682-5776.

New Business Tax Account # <u>00090855</u>	Amount of Fee Due: \$ <u>\$45.00</u> Application Fee
Last City License # for This Address _____	Make Check Payable to: CITY OF MIAMI BEACH

City of Miami Beach
Certificate of Use (CU), Annual Fire Inspection Fee & Business Tax Application

*This application is **NOT** your business tax receipt. Do not operate the business until the Certificate of Use and the Business Tax Receipt are issued.
The place of business must be available to all inspectors.*

Type of Application:
☒ New Business ☐ Change of Owner ☐ Adding Seats ☐ Additional Occupation
☐ Change of Location

Application Checklist
☒ Federal ID No. ☐ Fictitious Name Registration ☐ Lease/Deed/Closing Statement
☒ Articles of Inc. (if applicable) ☐ State License (if applicable) ☒ CU and Annual Fire Fee (non refundable)
☐ Bill of Sale ☒ Insurance

Does the Application involve: ☐ Change of Use ☐ Renovation (Provide Certificate of Occupancy Process Number _____)

A Change of Use may generate additional building and fire code requirements as applied to new construction.

A valid Certificate of Occupancy is required before an occupational license can be issued.

Is the Business one or more of the following types:

<input type="checkbox"/> Apartment Building	<input type="checkbox"/> Condominium	<input type="checkbox"/> Hotel	<input type="checkbox"/> Restaurant	<input type="checkbox"/> Bakery
<input type="checkbox"/> Ice Cream Parlor	<input type="checkbox"/> Delicatessen	<input type="checkbox"/> Nightclub	<input type="checkbox"/> Dancing/Entertainment	<input type="checkbox"/> Real Estate
<input type="checkbox"/> Hair Salon	<input type="checkbox"/> Home Based Business	<input type="checkbox"/> Health club	<input type="checkbox"/> Promoter	<input type="checkbox"/> Valet
<input type="checkbox"/> Escort Service	<input type="checkbox"/> Janitorial Service	<input type="checkbox"/> Mail Order	<input type="checkbox"/> Pre-Package Food	<input type="checkbox"/> Motor Scooter
<input type="checkbox"/> Retail Alcohol Sales	<input type="checkbox"/> Travel (sales)	<input type="checkbox"/> Mobile Caterer	<input type="checkbox"/> Alcoholic Beverage Establishment	
<input type="checkbox"/> Beach Front Concession	<input type="checkbox"/> Machine Distributor			

Is the Business one of the following types:

<input type="checkbox"/> Adult Congr Liv Facility	<input type="checkbox"/> Day Care	<input type="checkbox"/> Nursing Home	<input type="checkbox"/> Religious Institution	<input type="checkbox"/> School
<input type="checkbox"/> Parking Lot / Garage	<input type="checkbox"/> Outdoor Entertainment	<input type="checkbox"/> Open Air Entertainment	<input type="checkbox"/> Pawnshop	<input type="checkbox"/> Warehouse
<input type="checkbox"/> Video Game Arcade	<input type="checkbox"/> Gasoline Sales	<input type="checkbox"/> Restaurant	<input type="checkbox"/> Alcoholic Beverage Establishment	

Business Name SOBE WATERSPORTS LLC
Location 2025 MERIDIAN AVE. APT#5, MIAMI BEACH
Type of Business (be very specific) CHARTER BOAT (1)
Hours Serving Alcohol 0

Application Date: 2/17/15
Lease ☒ Own ☐
Hours of Operation 9am-8pm

Name of Owner / President STEFAN UNDERWOOD Date of Birth 03/17/92 DL# US36783920970, FL
Federal ID # 47-3005669 SSN 593213105
Home Address 2025 MERIDIAN AVE. APT#5 City MIAMI BEACH State FL Zip 33139
Home Phone _____ Business Phone _____ Cell Phone 239-682-5776
Email Address STEFAN.UUNDERWOOD@GMAIL.COM

Send Business Mail to Attention of: STEFAN UNDERWOOD Business Phone 239-682-5776
Address 2025 MERIDIAN AVE. APT#5 City MIAMI BEACH State FL Zip 33139
Name of Emergency Contact JULIA FRITSCH Phone 239-595-7016

Is the Business a:

Hotel or Apartment? If yes, how many units? _____ # of washers/dryers (if owned) _____

Restaurant? How many seats inside? _____ How many seats outside? (private property only) _____
If there will be seats outside on public property (sidewalk), then a Sidewalk Café Permit is required.
Hours of Alcohol Sales _____ (Zoning Review for # of chairs)

Office or Retail Establishment? If yes, approximate sq. ft. _____
If Retail, what is the inventory value? General \$ _____ Food \$ _____ Liquor \$ _____

Hair or Nail Salon? If yes, number of seats _____

Motor Scooter Rentals? If yes, number of scooters _____

A Miami-Dade County Business Tax Receipt is also required. See "Miami Dade County Business Tax for more information."

Contact the Planning Department for a Sign Permit which is required for all signage.

Any person who, in applying for a business license in the City of Miami Beach, who shall make a false statement and/or fail to disclose and/or misrepresent the information requested shall be subject to penalties authorized by City Code Section 102-375.

I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO FOLLOW-UP ON THE APPROVAL PROCESS FOR THIS APPLICATION TO FOLLOW-UP PLEASE CONTACT, RICARDO ARNAU (305) 673-7000 (ext. 6951) or E-mail: RicardoArnau@miamibeachfl.gov

I HAVE READ THIS APPLICATION AND I DO FREELY AND VOLUNTARILY CONFIRM THAT THE STATEMENTS AND INFORMATION CONTAINED THEREIN ARE TRUE AND CORRECT.

STEEFAN UNDERWOOD
Print Name

[Signature]
Signature

2/14/15
Date

Official Use Only: Review by the following Departments may be required:

Planning & Zoning	Required? <input type="checkbox"/> yes <input type="checkbox"/> no	By _____	Date _____	Comments _____
Concurrency	Required? <input type="checkbox"/> yes <input type="checkbox"/> no	By _____	Date _____	Comments _____
Building	Required? <input type="checkbox"/> yes <input type="checkbox"/> no	By _____	Date _____	Comments _____
Fire	Required? <input type="checkbox"/> yes <input type="checkbox"/> no	By _____	Date _____	Comments _____
Parking	Required? <input type="checkbox"/> yes <input type="checkbox"/> no	By _____	Date _____	Comments _____
Risk Management	Required? <input type="checkbox"/> yes <input type="checkbox"/> no	By _____	Date _____	Comments _____
Public Works	Required? <input type="checkbox"/> yes <input type="checkbox"/> no	By _____	Date _____	Comments _____
Finance	Required? <input type="checkbox"/> yes <input type="checkbox"/> no	By _____	Date _____	Comments _____
Code	Required? <input type="checkbox"/> yes <input type="checkbox"/> no	By _____	Date _____	Comments _____

Notes/Comments _____

Certified Copy

I certify the attached is a true and correct copy of the Articles of Organization of SOBE WATERSPORTS, LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on January 29, 2015, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L15000017193.

Authentication Code: 150129141037-000268888260#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Ninth day of January, 2015



Ken Detzner
Ken Detzner
Secretary of State

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L15000017193
FILED 8:00 AM
January 29, 2015
Sec. Of State
dbruce

Article I

The name of the Limited Liability Company is:

SOBE WATERSPORTS, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

2025 MERIDIAN AVE. #5
MIAMI BEACH, FL. 33139

The mailing address of the Limited Liability Company is:

2025 MERIDIAN AVE. #5
MIAMI BEACH, FL. 33139

Article III

The name and Florida street address of the registered agent is:

UNITED STATES CORPORATION AGENTS, INC.
13302 WINDING OAKS COURT
SUITE A
TAMPA, FL. 33612

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CHEYENNE MOSELEY, US CORP. AGENTS

Article IV

The name and address of person(s) authorized to manage LLC:

Title: AMBR
STEFAN CHARLES UNDERWOOD
2025 MERIDIAN AVE. #5
MIAMI BEACH, FL. 33139

L15000017193
FILED 8:00 AM
January 29, 2015
Sec. Of State
dbruce

Signature of member or an authorized representative

Electronic Signature: CHEYENNE MOSELEY,LEGALZOOM.COM, INC.

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

2015

SoBe WaterSports Business Proposal

Stefan Underwood, CEO

Julia Fritsch

2025 Meridian Ave #5 Miami Beach, FL 33139

Watersportsobe@gmail.com

Watersport-miami.com

(239) 682-5776

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Executive Summary

Miami Beach attracts tourists from all over the world in search of warm clear water, beautiful beaches, and the vibrancy of Miami Beach. Even though it is one of the top tourists destinations, there is a lack of private watersports businesses at an affordable price. SoBe watersports strives to capitalize on the private luxurious personality of Miami Beach by offering private ski boat charters at a reasonable price. SoBe Watersports will provide safe watersports and tours on a top of the line ski boat for clients who want an unsurpassed private experience. At SoBe Watersports, our ski boat is rented per hour, with captain, gas, equipment, and instructor. The customer simply needs to hop on and enjoy the pristine waters of Miami.

From the second the customer makes a reservation to when they return to the dock after an experience of a lifetime, SoBe watersports will guarantee that their satisfaction is paramount. Stefan Underwood, captain and instructor, will run SoBe Watersports, while Julia Fritsch will take care of reservations and business administration, such as advertising. Among the partnership, German, French, and English will be spoken to ensure that passengers will be satisfied no matter where they are from. With Stefan's nautical background of being around boats since a very young age and Julia's formal business background, the team will tackle the complexities of running a small watersports business.

Services Offered

SoBe Watersports will offer a variety of services on the water. These include:

- Wakeboarding
- Wakesurfing
- Waterskiing
- Tubing
- Snorkeling
- Tour around Biscayne Bay or ocean
- Sunset Cruise

SoBe Watersports also provides all necessary safety equipment, a cooler with ice and bottled water, as well as fresh towels. The customer simply just has to show up, we will take care of everything else.

Operational Details

With an OUPV 6-Pack license, the captain will only take 6 people per charter. Furthermore, SoBe Watersports will accept reservations 7 days a week from sunrise to sunset.

The boat will be stored at Seacost Marina.

Seacost Marina
5151 Collins Ave. Suite 226
Miami Beach, Florida
33140
(305) 865-0484

However, the clients will always be picked up at one of these two locations (depending on their preference). Therefore, our operating location and where the transactions occur are:

- Miami Beach Marina
300 Alton Road
Miami Beach, FL 33139
- Sunset Harbour Public Boat Ramp
1802 Purdy Avenue
Miami Beach, FL 33139

The clients are responsible for bringing food, drinks other than water, and a music player (phone, mp3 player etc) to plug into the boat's sound system. However, it is illegal for the client to bring firearms and illegal drugs. If the client is under 21, alcohol will not be allowed on board. There will also be no overnight employees or customers.

Furthermore, the boat is suitable for children. As a specifically designed ski boat, the propeller is located in the center of the boat. This feature makes it one of the safest boats for children. The children are able to swim and jump into water without the parents or captain having to worry about the motor. In addition, the inboard design of the ski boat frees up area in the stern of the boat for a huge swim platform for small children to enjoy. With our children specific lifejackets and boards, an instructor who has taught many young children, and an oversized tube that can fit up to 3 children, SoBe watersports was designed for kids and fun.

Due to sanitation and safety reasons, SoBe watersports will not allow pets aboard.

Detailed Description of Operations

- The client will make a reservation online or via telephone. SoBe Watersports will collect a 50% deposit via credit card or paypal.
- On the day of departure, the captain will make a decision to either cancel, delay or follow the scheduled departure time for the charter after consulting multiple governmental supported weather forecasts.
- The guests will be instructed to park at either the valet (if picking up at Sunset Harbour) or at the marina parking (if picking up at Miami Beach Marina).
- If charter follows scheduled departure time, the captain will meet and welcome guests at the parking lot. If they are picked up at Miami Beach Marina, the guests will not be on the property before hand.
- The captain will lead guests to where the ski boat is docked and help them safely board the vessel.
- If on private property, collect the remaining balance of payment. If on public property, however, we will inform the clients we need to collect the full payment online before departure.
- Distribute liability waiver to guests and kindly ask them to sign.
- Give safety briefing, and comply with all United States Coast Guard briefing requirements.
 - A description of the activity itself.
 - The safety precautions while underway.
 - The procedure in the event of an unexpected emergency.
 - The use of proper hand signals for watersports.

- Notify passengers where and what type of PFD's the vessel carries and demonstrate how to wear them properly.
- The location and details of the emergency check off list.
- Once passengers have received safety briefing and all waivers are signed, the captain will leave the dock and drive towards the watersports area. If passengers scheduled a private tour, they will be driven around the local waterways following the approved tour path.
- When the boat has arrived in calm low traffic waters, passengers will be asked what watersports they would like to participate in: waterski, wakeboard, wakesurf, tubing or snorkeling.
- Passengers will then be given watersports specific life vests and the proper equipment to begin their watersports session.
- Passengers will be safely towed around the watersports area, experiencing the watersport of their choice.
- Once passengers use up all their scheduled and paid rental time of the boat, they will be returned to the docks.
- Upon arrival at the docks, passengers will be safely helped off the boat and walked to the entry gate of the marina.
- If they are dropped off at Miami Beach Marina, the guests will not be allowed to stay at the marina afterwards as this is private property.

Procedure for Medical Emergencies

The nature and severity of personnel injury shall be the determining factor for the mode and method of patient transport.

Make contact with victim, if safe, rescue as required.

1. Establish ABC's. (Airway, Breathing, Circulation) Then apply first aid as required.
2. Determine severity and select the mode of transport. (Self transport, USCG, or EMS)
3. As applicable, contact the pre-designated land base, USCG channel 16 VHF, or EMS 911.
4. Coordinate with EMS for patient transfer site and ETA.
5. Notify the Launch Master.
6. Complete the Accident Forms as required.

Owner Qualifications

As previously stated, Stefan Underwood, the operator of the boat, has a U.S. Coast Guard OUPV 6-Pack license. Graduating Cum Laude from the University of Miami with a degree in International Relations and Environmental Science, Stefan has knowledge in the laws and regulations of the waters. After working for a Sailing Charter company located in Miami Beach, Stefan has extensive experience about the local waters and the regulations.

The business administrator will be Julia Fritsch. After graduating Summa Cum Laude from the University of Miami with a degree in Business Administration, Julia will be handling all of the business financials, marketing, and operations. She will not be going on the charters and will only handle business matters at the office.

Julia Fritsch and Stefan Underwood are the only individuals working at the business.

Pricing

In regards to pricing, SoBe Watersports will offer package deals. In other words, the more hours the clients book, the less SoBe Watersports will charge them.

For wakeboarding, wakesurfing, waterskiing, and tubing, we will charge:

Hours	Price
1	\$180
2	\$300
4	\$500
6	\$650
8	\$800

For snorkeling or just relaxation we will charge:

Hours	Price
1	\$160
2	\$280
4	\$480
6	\$620
8	\$770

Furthermore, for sunset cruises we will charge \$200 for 2 hours.

These prices include all watersports, snorkel and safety equipment, United States Coast Guard certified captain, cooler with ice and bottled water, towels, gas, and an insured and licensed Mastercraft wakeboard boat.

We will collect a 50% deposit to secure date and time, either with PayPal or credit card. The remaining balance will be collected in cash or credit card at boarding or 48 hours prior via credit card if the pickup location is at the public boat ramp.

Cancellation Policy

SoBe Watersports will provide a full refund for cancellations made 48 hours in advance. If the captain decides to cancel the trip, due to weather or safety precautions, the customer will receive a full refund or may reschedule for another available day and time. The trip may be shortened or delayed due to unsafe weather conditions. The captain will never choose to undergo a trip or put anyone in danger during the trip. The captain may cancel the trip without refund at any time if customers are dangerously intoxicated, use illegal drugs, exhibit reckless behavior, or partake in a criminal activity.

Marketing Plan

In order to reach our primary target market, SoBe Watersports will mainly be using Google Adwords and Advertising to promote the company. The owner has taken an extensive course in Google AdWords and will therefore do all of the advertising and promotion. The website will be designed using a third party platform, Wix.com. This website will be designed to optimize Search Engine Optimization in order to rank high in Google's Organic Search.

Furthermore, since Miami is a well-known tourist destination, SoBe Watersports will also use word of mouth recommendations, such as TripAdvisor and Yelp, to promote the business. SoBe Watersports will also take advantage of other low cost advertising options, such as Facebook and Twitter.

When the business begins making a profit, SoBe Watersports will partake in other marketing strategies, such as print advertising. By printing flyers and distributing them to the hotel, we can reach a wide range of tourists looking for a fun day out on the water.

Financials

Sales Forecast For Services for first two years' of operations

<u>Cash Sales</u>	<u>Year 1</u>	<u>Year 2</u>
Charters		
Volume	96	160
Price	\$500	\$500
Estimated Revenue	\$48,000	\$80,000

StartUp Expenses:

Initial Capital Equipment List

Boat	*
Boat Maintenance	\$1,000.00
Watersports and safety equipment	\$1,000.00
Other: Transportation of boat to Miami	\$300.00
Total Capital Equipment	\$2,300.00

*Boat is already owned and paid for.

Location and Admin Expenses

Rent & Related Costs (per month)	\$214
Permits and License	\$200
Total Location and Admin Expenses	\$414

Advertising and Promotional Expenses

Advertising per month	\$50
Website development per month	\$16
Total Advertising/Promotional Expenses	\$66

Administration Monthly Expenses

Boat Maintenance	\$200.00
Commercial Pick up at Marina (per charter)	\$65.00
Fuel (per hour)	\$20.00
Insurance	\$300.00
Total Other Expenses	\$585.00

Sources of Capital

Owners' and other investments

\$5,000.00

Total Source of Funds\$5,000.00**Startup Expenses**

Capital equipment

\$2,300.00

Location/administration expenses

\$414.00**Total Startup Expenses**\$2,714.00**Total Monthly Expenses**

Administration Monthly Expenses

\$585.00

Advertising/promotional expenses

\$66.00**Total Monthly Expenses**\$651.00

Instructions for Customers

- Notify passengers the storage location of personal flotation devices.
- Show passengers how to correctly put on the personal flotation devices.
- Inform the passengers the type of personal flotation devices that are carried aboard.
- Inform passengers the location, contents and instructions of the emergency check off list.
- Inform the passengers the dangers of watersports activities.
- Give passengers tips on how to make the trip safe and fun for all.

SoBe Watersports
2025 Meridian Avenue
Miami Beach, FL 33139
239-682-5776
watersportssobe@gmail.com

MC

SoBe Watersports LLC
2025 Meridian Avenue
Miami Beach, FL 33139
watersportssobe@gmail.com
239-682-5776

Detailed Description of Operations

- After consulting multiple governmental supported weather forecasts, the captain will make a decision to either cancel, delay or follow the scheduled departure time for the charter.
- If charter follows scheduled departure time, the captain will meet and welcome guests on the dock.
- The captain will lead guests to where the ski boat is docked and help them safely board the vessel.
- If on private property, collect the remaining balance of payment.
- Distribute liability waiver to guests and kindly ask them to sign.
- Give safety briefing, and comply with all United States Coast Guard briefing requirements.
 - A description of the activity itself.
 - The safety precautions while underway.
 - The procedure in the event of an unexpected emergency.
 - The use of proper hand signals for watersports.
 - Notify passengers where and what type of PFD's the vessel carries and demonstrate how to wear them properly.
 - The location and details of the emergency check off list.
- Once passengers have received safety briefing and all waivers are signed, the captain will leave the dock and drive towards the watersports area. If passengers scheduled a private tour, they will be driven around the local waterways following the approved tour path.
- When the boat has arrived in calm low traffic waters, passengers will be asked what watersports they would like to participate in: waterski, wakeboard, wakesurf, tubing or snorkeling.
- Passengers will then be given watersports specific life vests and the proper equipment to begin their watersports session.
- Passengers will be safely towed around the watersports area, experiencing the watersport of their choice.
- Once passengers use up all their scheduled and paid rental time of the boat, they will be returned to the docks.
- Upon arrival at the docks, passengers will be safely helped off the boat and walked to the entry gate of the marina.

Florida Commercial Lease Agreement

THIS LEASE AGREEMENT is made and entered into 3/1/2015, by and between Kirsten Fritsch, whose address is 300 5th Ave. South, Naples, FL (hereinafter referred to as "Landlord"), and Stefan Underwood, address is 2025 Meridian Ave. Miami Beach, FL, (hereinafter referred to as "Tenant").

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord, 2008 Mastercraft X2 with identification number: MBCBRBR4G708 (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

ARTICLE II - LEASE TERM

Section 1. Total Term of Lease. The term of this Lease shall begin on the commencement date, as defined in Section 2 of this Article II, and shall terminate on 3/1/2016.

Section 2. Commencement Date. The "Commencement Date" shall mean the date on which the Tenant shall commence to conduct business on the Leased Premised, so long as such date is not in excess of sixty (60) days subsequent to execution hereof.

ARTICLE III - EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

ARTICLE IV - DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent for the term of the Lease shall be 120 Dollars, plus applicable sales tax.

Section 2. Payment of Yearly Rent. The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which shall be 10 dollars on the first day of each and every calendar month during the term hereof, and prorata for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.

Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.

A late fee in the amount of 5 Dollars shall be assessed if payment is not postmarked or received by Landlord on or before the tenth day of each month.

ARTICLE V - SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of 20 Dollars as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

ARTICLE VII - CONSTRUCTION AND COMPLETION

Section 1. Improvements by TENANT. Tenant may have prepared plans and specifications for the construction of improvements, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of construction, Tenant shall, at its cost, keep in full force and affect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the demised premises and for the payment of all costs associated therewith. Landlord

shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within fourteen (14) days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

ARTICLE VIII - OBLIGATIONS FOR REPAIRS

Section 1. LANDLORD'S Repairs. Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of sub lessees, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations or failures during the first twelve (12) months of the term hereof.

Section 2. TENANT'S Repairs. The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.

Section 3. Requirements of the Law. The Tenant agrees that if any federal, state or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the commencement date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Landlord's duty to repair pursuant to Section 1 and 3 of this Article; and such federal, state or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations or modifications at Landlord's expense.

All such rebuilding, altering, installing and repairing shall be done in accordance with Plans and Specifications approved by the Tenant, which approval shall not be unreasonably withheld. If, however, such condemnation, law, order or requirement, as in this Article set forth, shall be with respect to an item which shall be the Tenant's

obligation to repair pursuant to Section 2 of this Article VII or with respect to Tenant's own costs and expenses, no abatement or adjustment of rent shall be granted; provided, however, that Tenant shall also be entitled to contest the validity thereof.

Section 4. TENANT'S Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.

Section 5. Permits and Expenses. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

ARTICLE IX - TENANT'S COVENANTS

Section 1. TENANT's Covenants. Tenant covenants and agrees as follows:

- a. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear;
- b. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide

Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;

c. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

ARTICLE X - INDEMNITY BY TENANT

Section 1. Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than one million dollars for injury or death from one accident and \$250,000.00 property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancellable without ten (10) days prior written notice to Landlord.

ARTICLE XI - USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by Tenant exclusively as a boat charter business.

Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sub lessee, assignee, or licensee, which or who shall use the property for any other use.

ARTICLE XII - SIGNAGE

Section 1. Exterior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

ARTICLE XIII - INSURANCE

Section 1. Insurance Proceeds. In the event of any damage to or destruction of the Leased Premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenant jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Landlord and Tenant if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises.

Section 2. Subrogation. Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

Section 3. Contribution. Tenant shall reimburse Landlord for all insurance premiums connected with or applicable to the Leased Premises for whatever insurance policy the Landlord, at its sole and exclusive option, should select.

ARTICLE XIV - DAMAGE TO DEMISED PREMISES

Section 1. Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

Section 2. Repairs and Restoration. Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within ninety (90) days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration and comply with conditions (a), (b) and (c) in Section 1 of Article XIII within nine (9) months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending ninety (90) days written notice thereof to Landlord, or, in the alternative, Tenant may, during said ninety (90) day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's


application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to twenty-five (25%) percent or more of the replacement cost, (exclusive of the land and foundations), this Lease, except as hereinafter provided in Section 3 of Article XV, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

ARTICLE XV - CONDEMNATION

Section 1. Total Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

Section 2. Partial Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by fifteen (15%) percent or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall receive notice of such taking. In the event of termination by Tenant under the provisions of Section 1 of this Article XV, this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.

Section 3. Restoration. In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.



Section 4. The Award. All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

Section 5. Release. In the event of any termination of this Lease as the result of the provisions of this Article XV, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

ARTICLE XVI - DEFAULT

Section 1. LANDLORD'S Remedies. In the event that:

a. Tenant shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or

b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within thirty (30) days of recordation thereof; or

c. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after notice to Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

d. Sixty (60) days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:


I. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the

same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or

ii. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or

iii. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or

iv. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting



shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

v. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, Utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

vi. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or

vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or

viii. Pursue such other remedies as are available at law or equity.

e. Landlord's pursuit of any remedy of remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

Section 2. LANDLORD'S Self Help. If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or if such default shall reasonably take more than thirty (30) days to cure, shall diligently prosecute the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor and save Landlord harmless therefrom. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

Section 3. TENANT'S Self Help. If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be

performed or observed, and if Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefor be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefor.

ARTICLE XVII - TITLE

Section 1. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:

- a. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and
- b. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of Articles XIII, XIV or XV, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgage shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article XVII means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

Section 2. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

Section 3. Zoning and Good Title. Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Leased Premises, subject only to any Mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use", or valid and binding decision of appropriate authority, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority. Landlord shall furnish without expense to Tenant, within thirty (30) days after written request therefor by Tenant, a title report covering the Leased Premises showing the condition of title as of the date of such certificate, provided, however, that Landlord's obligation hereunder shall be limited to the furnishing of only one such title report.

Section 4. Licenses. It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefor; the Tenant shall promptly notify Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Leased Premises.

ARTICLE XVIII - EXTENSIONS/WAIVERS/DISPUTES

Section 1. Extension Period. Any extension hereof shall be subject to the provisions of Article III hereof.


Section 2. Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month

to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 3. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 4. Disputes. It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

Section 5. TENANT'S Right to cure LANDLORD'S Default. In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.



Section 6. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

ARTICLE XIX - PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.

Section 2. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

ARTICLE XX - MISCELLANEOUS

Section 1. Assignment and Subletting. Under the terms and conditions hereunder, Tenant shall have the absolute right to transfer and assign this lease or to sublet all or any portion of the Leased Premises or to cease operating Tenant's business on the Leased Premises provided that at the time of such assignment or sublease Tenant shall not be in default in the performance and observance of the obligations imposed upon Tenant hereunder, and in the event that Tenant assigns or sublets this property for an amount in excess of the rental amount then being paid, then Landlord shall require as further consideration for the granting of the right to assign or sublet, a sum equal to fifty (50%) percent of the difference between the amount of rental to be charged by Tenant to Tenant's sublessee or assignee and the amount provided for herein, payable in a manner consistent with the method of payment by the sublessee or assignee to the Tenant, and/or fifty (50%) percent of the consideration paid or to be paid to Tenant by Tenant's sublessee or assignee.

Landlord must consent in writing to any such sublessee or assignee, although such consent shall not be unreasonably withheld. The use of the Leased Premises by such assignee or sublessee shall be expressly limited by and to the provisions of this lease.


Section 2. Fixtures. All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 3. Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 4. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 5. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any



provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 6. Brokerage. No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

Section 7. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section 8. Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Miami Dade County, State of Florida. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Section 9. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

Section 10. Extraordinary remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

Section 11. Reliance on Financial Statement. Tenant shall furnish concurrently with the execution of this lease, a financial statement of Tenant prepared by an accountant. Tenant, both in corporate capacity, if applicable, and individually, hereby represents and warrants that all the information contained therein is complete, true, and correct. Tenant understands that Landlord is relying upon the accuracy of the information contained therein. Should there be found to exist any inaccuracy within the financial statement which adversely affects Tenant's financial standing, or should Tenant's financial circumstances materially change, Landlord may demand, as additional security, an amount equal to an additional two (2) months' rent, which additional security shall be subject to all terms and conditions herein, require a fully executed guaranty by a third party acceptable to Landlord, elect to terminate this Lease, or hold Tenant personally and individually liable hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

LANDLORD's Signature: _____

Date: 2/16/15

TENANT's Signature: _____

Date: 2/16/15

STATE OF FLORIDA
COUNTY OF MIAMI DADE

EXHIBIT "A" LEGAL DESCRIPTION

The following described real property, together with all improvements thereon: which has a street address as follows:

Initials:

LANDLORD _____

TENANT _____

EXHIBIT "B" TENANT PLANS AND SPECIFICATIONS

Initials:

LANDLORD _____

TENANT _____

TOUR ROUTE



Sulawood

UNITED STATES OF AMERICA



Issued By: The United States Coast Guard National Maritime Center
Website: <http://www.uscg.mil/nmc> Phone: 1-888-1-ASK-NMC

Reference Number
3592768

STEFAN CHARLES UNDERWOOD

4151 EL PRADO BLVD
MIAMI, FL 33133

Citizenship	Height	Hair Color	DOB
USA	6'00"	BRO	17-MAR-1992

Sex	Weight	Eye Color	Place of Birth
M	165	BRO	NAPLES, FL

Issue Date 19-NOV-2014 Expiration Date 19-NOV-2019



STEFAN UNDERWOOD

Already Signed & returned
to insurance agent.

Bass Underwriters, Inc.

INSURANCE QUOTE

THE TERMS AND CONDITIONS OF THIS QUOTATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS QUOTE CAREFULLY AND COMPARE IT AGAINST YOUR SPECIFICATIONS.

IN ACCORDANCE WITH THE INSTRUCTIONS OF THE BELOW-MENTIONED INSURER, WHICH HAS ACTED IN RELIANCE UPON THE STATEMENTS MADE IN THE RETAIL BROKER'S SUBMISSION FOR THE INSURED, THE INSURER HAS OFFERED THE FOLLOWING QUOTATION.

DATE ISSUED: February 9, 2015

PRODUCER: Home Run Insurance
11800 Pinewood Lakes Drive
Fort Myers, FL 33913

INSURED MAILING ADDRESS: Sobe Watersports LLC
2025 Meridian Ave
Miami Beach, FL 33139

INSURER: Lloyd's of London A AM Best Rating
Non-Admitted

COVERAGE: General Liability-Brokered-First Flight Ins

POLICY PERIOD: 2/10/2015 TO 2/10/2016

RENEWAL OF:

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE QUOTATION WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

LIMITS: see attached

	Without Terrorism:	Terrorism
PREMIUM:	\$3,288.00	+\$500.00
FEES:		
	Policy Fee \$35.00	Policy Fee \$35.00
	Misc Carrier Fee \$45.00	Misc Carrier Fee \$45.00
Surplus Lines Tax:	\$168.40	\$193.40
Service Office Fee:	\$5.89	\$6.77
Misc State Tax:		
FHCF (Florida)		
CPIE: (Florida)		
TOTAL:	\$3,542.29	\$4,068.17

DEDUCTIBLE: see attached

RA

QUOTATION FOR COVERAGE
QUOTE VALID FOR 30 DAYS

PAGE 1 of 2

DATE: 2/9/2015

TO: Bass Underwriters

INSURED: SoBe Watersports, LLC

COMPANY: Certain Underwriters at Lloyds

COVERAGE: Commercial General Liability

DEDUCTIBLE: \$2,500 per occurrence

**DESCRIPTION OF
OPERATIONS:** Waterski Instruction

LIMITS:

\$1,000,000	Occurrence
\$2,000,000	Aggregate
\$1,000,000	Personal & Advertising Injury
\$100,000	Damage to Rented Premises
\$1,000	Medical Payments
Excluded	Products & Completed Operations
Excluded	Crew Liability ()

EXCESS LANDOWNER(S): 0

ADDITIONAL INSURED(S): 0

DEFENSE COSTS: Defense Costs are inside the limits

TERMS: 25% Minimum Earned at Inception
(6) Months Fully Earned

CHARGES:

\$2,500.00	Liability Premium	COMMISSION: 0%
\$788.00	Physical Damage Premium	
\$0.00	Inspection Fee	
\$45.00	Administration Fee	
\$3,333.00	Total Premium (not including applicable taxes/fees)	

TERRORISM: 15% of Gross Premium will be charged UNLESS declination form received.

REQUIRED PRIOR TO BINDING: CERTIFICATE WILL BE EFFECTIVE ON THE DATE EVERYTHING IS RECEIVED, NOT BEFORE.
(E.G. Request to bind on the 10th, but the last requested item received on 20th, effective date is the 20th.)

XXX	Signed Anti-Fraud Statement	XXX	Complete Description of Operation (waterski, wakeboard, tubing, etc.)
XXX	Confirm insured will use FFIG Walvers	XXX	Surplus Lines Tax/Fee Amounts

WATERCRAFT/AIRCRAFT SCHEDULE: PHYSICAL DAMAGE ONLY APPLIES IF SCHEDULED AND HAS VALUE. NAMED STORM DEDUCTIBLE IS 3% OR \$2,500 WHICHEVER IS GREATER; THEFT/MYSTERIOUS DISAPPEARANCE IS 10% or \$1,000 WHICHEVER IS GREATER

	Property Type	Phys Damage Deductible	Total Value If Phys. Damage Incl.	Value Per Unit If Phys. Damage Incl.
2009	Mastercraft X2	\$1,000	\$35,000	\$35,000

(EFF0115)

**REQUESTED TO BIND COVERAGE
MUST SIGN & RETURN**

QUOTE DATE: 2/9/2015

PAGE 2 of 2

INSURED: SoBe Watersports, LLC

PROPOSED EFFECTIVE DATE:

We request that coverage be bound on the above-named insured with the proposed effective date shown.

INCEPTION: We understand and agree the inception date of the certificate is dependent upon receipt of all binding requirements and final approval of First Flight Insurance Group, Inc.

PAYMENT: We understand and agree payment of all premiums due must be paid by invoice due date and is the responsibility of: **Bass Underwriters.**

WARRANTY: We understand and agree this is a warranted certificate. The insured warrants that the Underwriters operating guidelines, provided with application, and terms and conditions of the policy will be complied with.

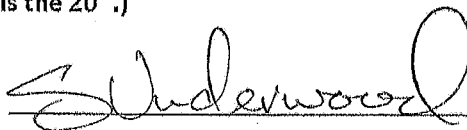
**SURPLUS LINES/
LLOYDS TAX:** We understand and agree surplus lines/Lloyds taxes are to be filed promptly with the applicable state. The following organization is responsible for filing the taxes unless other arrangements have been agreed upon: **Bass Underwriters.** Confirmation of filing must be returned upon receipt of certificate.

**RELEASE /
WAIVERS:** We understand and agree First Flight Insurance Group release/waivers, that have been attached to the new/renewal application and the current quote, are required to be used at all times for each participant. The insured warrants they will comply with this requirement or coverage will be VOIDED.

DISCLAIMER: Any binder subsequent to this quote will be strictly per the coverage's, limits, and conditions outlined above. Any revisions or updates to these terms can only be effected by a REPLACEMENT quote, prior to binding, from FFIG. Discussions with any FFIG underwriting staff, verbal or written, WILL NOT revise or update the terms of this quote unless a FFIG replacement quote is received by your office. FFIG reserves the right to withdraw this quote at any time. Coverage is not bound until a binder is received from our office.

CERTIFICATE WILL BE EFFECTIVE ON THE DATE ALL MISSING ITEMS REQUESTED TO BIND ARE RECEIVED, NOT BEFORE. (E.G. Request to bind on the 10th, but the last requested item received on 20th, effective date is the 20th.)

**SIGNATURE OF INSURED OR AUTHORIZED
REPRESENTATIVE OF INSURED:**



TERMS / CONDITIONS:

(a) **MINIMUM EARNED PREMIUM AT INCEPTION - See attached.**

ALL FEES ARE FULLY EARNED AND NON-REFUNDABLE.

PREMIUM FOR ADDITIONAL INSURED'S ARE FULLY EARNED AND NON-REFUNDABLE.

(b) **SUBJECT TO:**

As per attached

Special Payment Terms:

This product does not qualify for account current payment.

Please see invoice for payment due date.

(c) **ENDORSEMENTS:**

As per attached

(d) **All other terms and conditions apply per form.**

(e) **Quote is valid for 30 days.**

(f) **Coverage can not be backdated or assumed to be bound without written confirmation from an authorized representative of Bass Underwriters.**

COMMISSION:

5%

THIS QUOTE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO QUOTE AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER. THIS QUOTE MAY BE WITHDRAWN BY THE INSURER AT ANY TIME PRIOR TO BINDING.

INSURED: Sobe Watersports LLC

DATE ISSUED: February 9, 2015

Account Executive: Eric Huntley

Team: Orlando

Reference #: 1474392A

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